



U.S. General Services Administration
Southeast Sunbelt Region

Timeless Coastal Living COTTAGES AT THE CAPE



Invitation For Bids...

U.S. General Services Administration On Behalf of the U.S. Coast Guard
Announces Multi-Family Housing Complex For Sale:
Cape Hatteras, North Carolina

- 7.96 acres
- 45 housing units: 2, 3 & 4 bedroom units



Online Auction Begins **October 24, 2011**
WWW.REALESTATESALES.GOV





INTRODUCTION



COTTAGES AT THE CAPE CAPE HATTERAS

The U. S. General Services Administration (GSA) is pleased to announce the public sale of **Cottages at the Cape**. The 7.96 acre property will be offered for sale by GSA through a competitive online public auction as detailed in the Invitation for Bids (IFB). We welcome your participation in the unique opportunity to contribute to the community's rich history and economic success.

The picturesque setting of Cape Hatteras National Seashore and historic Cape Hatteras Lighthouse form the backdrop for this property consisting of 45 housing units situated on 7.96 acres with 23 separate buildings. This premiere investment complex is comprised of 24 two-bedroom units, 14 three-bedroom units and 7 four-bedroom units. Each unit boasts ample storage, closet and cabinet space with a screened porch and open deck located off the first floor.



Connected by bridge to the northern Outer Banks and long prized as a vacation and resort destination, the Cape Hatteras village of Buxton has seen dramatic growth in the last several years. Many of the islands remaining properties have been targeted by developers for luxury vacation rental homes. In addition to the National Seashore and Lighthouse, the area is prized for such nature attractions as the 3,000 acre Buxton Woods, a maritime forest known for hiking beneath a canopy of towering oaks.

The near oceanfront units are structurally sound and in fair condition though a new sewage system will need to be installed for operational use of the complex. The property is zoned Natural Historic District. Future owners will have to seek compliance with the local zoning ordinances. We have engaged Dare County's support of the sale and expect they will eagerly work with prospective buyers to assess permissible uses to facilitate a reuse that aligns positively with the community's visions for the area.

AUCTION SUMMARY



U.S. General Services Administration Invitation for Bids SALE OF GOVERNMENT REAL PROPERTY

COTTAGES AT THE CAPE

Sale/Lot Number: PEACH411008001
GSA Control Number: 4-X-NC-0747-AD

This Property is located 0 Old Lighthouse Road, Buxton, North Carolina 27920. The Property contains approximately 7.96 acres and is improved with 23 buildings with 45 housing units.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids will be received continuously and will be posted at www.RealEstateSales.gov.

AUCTION SUMMARY

Sale Type: **Online Auction**
Start Date: **October 24, 2011**
End Date: **Based on Bidding**
Starting Bid: **\$2.5 million**
Registration Deposit: **\$50,000**
Bid Increment: **\$25,000**

SALES INFORMATION

Kristine L. Carson
404.331.2696
kris.carson@gsa.gov

ONLINE AUCTION

RealEstateSales.gov
Register and submit your bid

ONLINE AUCTION ASSISTANCE

Kristine L. Carson
404.331.2696
kris.carson@gsa.gov

SEND BID FORM & REGISTRATION DEPOSIT:

U.S. General Services Administration
Real Property Utilization and Disposal (4PZ)
Attn: Kristine L. Carson
77 Forsyth Street, Suite 130
Atlanta, GA 30303

PROPERTY DISPOSAL WEB PAGE

<https://propertydisposal.gsa.gov>
Click on North Carolina to view and download Property Sales information

INSPECTION OPPORTUNITIES:

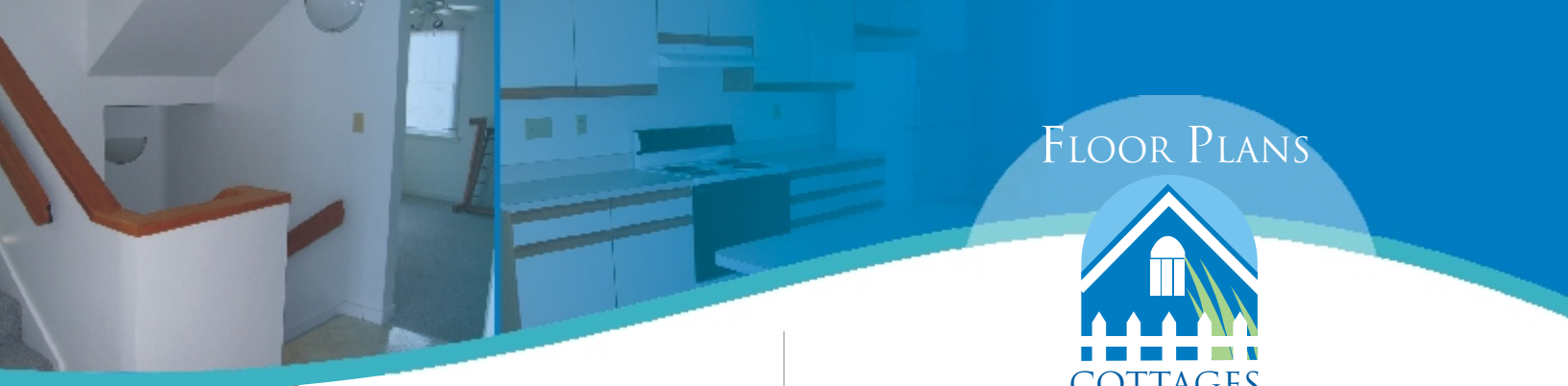
The Property will be open for inspection on the dates listed below.

Thursday, October 20: 10 AM – 4 PM
Friday, October 21: 9 AM – 12 PM

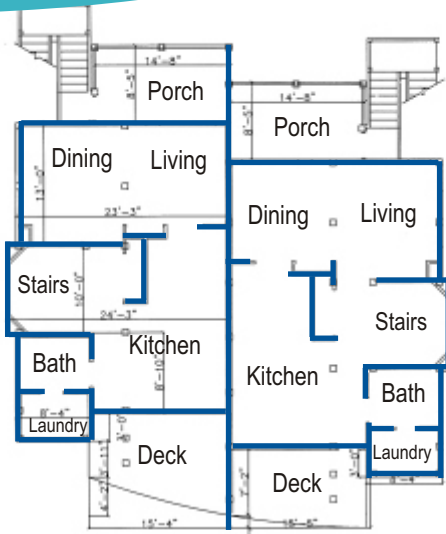
Wednesday, November 9: 10 AM to 4 PM
Thursday, November 10: 9 AM to 12 PM

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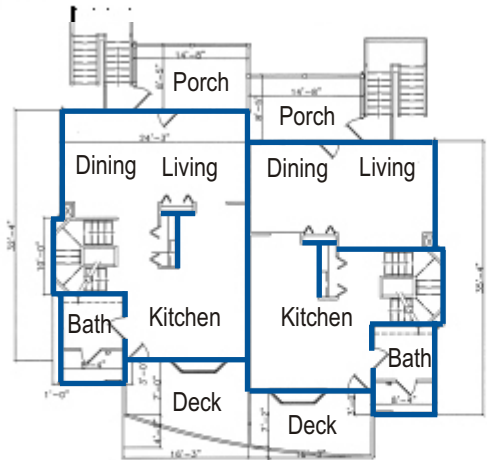
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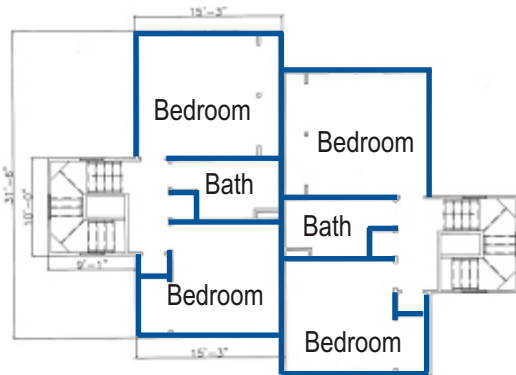
FLOOR PLANS



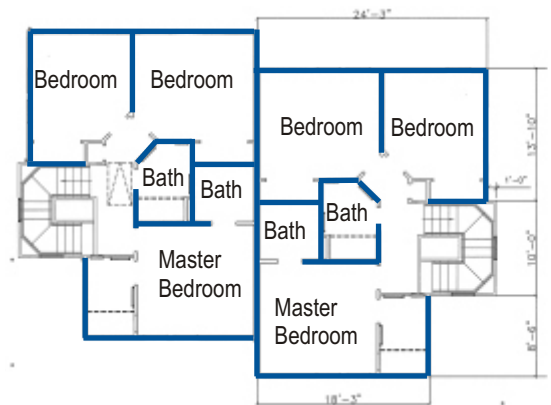
2 BEDROOM DUPLEX , FIRST FLOOR



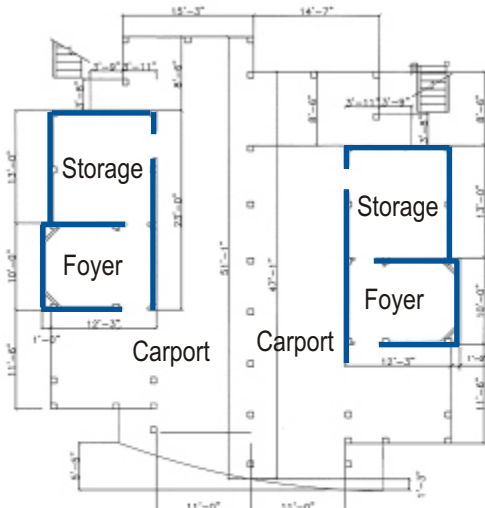
3 BEDROOM DUPLEX, FIRST FLOOR



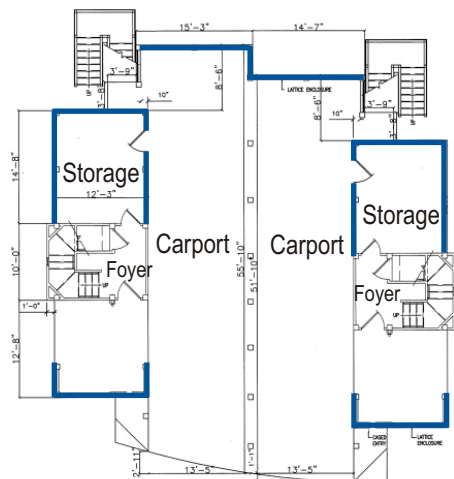
2 BEDROOM DUPLEX, SECOND FLOOR



3 BEDROOM DUPLEX, SECOND FLOOR



2 BEDROOM DUPLEX, GROUND FLOOR



3 BEDROOM DUPLEX, GROUND FLOOR



PROPERTY DESCRIPTION



PROPERTY DESCRIPTION

LOCATION AND SETTING

The property is situated on Hatteras Island, part of the barrier island chain that forms the Outer Banks, approximately 30 miles across Pamlico Sound from the mainland of North Carolina.

“Cottages at the Cape”, a former USCG Family Housing Complex, is located along the west side and near the end of Old Lighthouse Road. The site is identified in government and state records under a variety of addresses, city names and zip codes. For the purposes of quick reference, the address is considered 0 Old Lighthouse Road, Buxton, North Carolina 27920-0604.

The site is bordered to the north by single-family residences/rental properties; to the east by single-family residences/rental properties with the Atlantic Ocean beyond; to the south by the Disestablished USCG Group Cape Hatteras facility followed by the Cape Hatteras National Seashore (CHNS); and to the west by single-family residences, followed by Buxton Woods.

The geographic coordinates of the site are 35°15' 33.5” N latitude and 75° 31'18.5” W longitude.

SALE PARCEL DESCRIPTION

The 7.96 acre parcel is an irregular shape (856.0' x 399.0' x 690.0' x 505.0') with 505.0' feet of frontage along Old Lighthouse Road. The property is improved with twenty four (24), 2-bedroom units in 12 individual buildings, fourteen (14), 3-bedroom units in seven (7) buildings and seven (7), 4-bedroom units in four (4) buildings [22 duplexes and one (1) free-standing dwelling].

Each 2-bedroom unit contains 1,437 square feet of gross living area (GLA) of which 123 SF represents a ground level entrance foyer. On the first and second floors, there are 759 SF of GLA and 555 SF of GLA, respectively. Also, on the ground floor, there is an 160 SF utility/storage room. On the first floor, there is a great room, kitchen with breakfast nook, laundry room, and one (1) and half (1/2) bathroom. The two (2) bedrooms as well as a shared full bathroom are located on the second floor. These units have ample storage, closet and cabinet space and there are 120 SF of screened porch and 139 SF of open deck located off the first floor. In total, the project has 34,488 SF of GLA in the 2-bedroom units.

The 3-bedroom units contain a total GLA of 1,726 SF of which 832 SF and 759 SF are located on the first and second floors, respectively. On the ground level, there is an 135 SF entrance foyer as well as an 175 SF utility/storage room. On the first floor, there is a great room, kitchen with breakfast nook, laundry room and half bathroom (1/2) while the three (3) bedrooms are situated on the second floor. There is a master bedroom with private full bathroom and a full bathroom shared by the other two (2) bedrooms. These units have ample storage, closet and cabinet

space and there are 120 SF of screened porch and 136 SF of open deck located off the first floor. In total, the project has 24,164 SF of GLA in the 3-bedroom units.

The 4-bedroom units contain a total GLA of 1,947 SF of which 898 SF and 914 SF are located on the first and second floors, respectively. On the ground level, there is an 135 SF entrance foyer as well as an 188 SF utility/storage room. On the first floor, there is a great room, kitchen with breakfast nook, walk-in pantry, laundry room and half bathroom (1/2) while the four (4) bedrooms are situated on the second floor. There is a master bedroom with private full bathroom and a full bathroom shared by the other three (3) bedrooms. These units have ample storage, closet and cabinet space and there is 123 SF of screened porch and 145 SF of open deck located off the first floor. In total, the project has 13,629 SF of GLA in the 4-bedroom units. The entire Coast Guard Housing Complex contains a total of 72,281 SF.

DRIVING DIRECTIONS

Travel southwest from the city of Buxton approximately 0.25 miles on North Carolina Highway 12 and turn south (left) onto Old Lighthouse Road (State Route 1231). The site is located on the west (right) side of Old Lighthouse Road, approximately 0.4 miles from the intersection of NC Highway 12 and Old Lighthouse Road.

LEGAL DESCRIPTION

All that certain tract, piece or parcel of land lying and being situate near Buxton, on Cape Hatteras Island in Dare County, North Carolina, more particularly, bounded and described as follows:

Beginning at the point of intersection of the western right-of-way line of a public road know as Old Lighthouse Road with the northern boundary line of lands of the U. S. Naval Facility, which said point is located 2350 feet measured along the western right-of-way line of said Old Lighthouse Road from the southern right-of-way line of said Oregon Inlet-Hatteras Highway; thence N 83° 17” W and along the northern boundary of lands of the U. S. Naval Facility 856 feet to a point; thence n 5° 19' E 399 feet to a point; thence S 89° 15' E 690 feet to a point in the western right-of-way line of said Old Lighthouse Road; thence along the western right-of-way line of said Old Lighthouse Road and on a curve to the right having a radius of 1786 feet 75.34 feet to a point; thence continuing along the western right-of-way line of said Old Lighthouse Road S 18° 40' E 193 feet and thence still continuing along the western right-of-way line of said Old

PROPERTY DESCRIPTION



LEGAL DESCRIPTION *continued*

Lighthouse Road and on a curve to the right having a radius of 738 feet an arc distance of 236.66 feet to the POINT OF BEGINNING; containing 7.96 acres, and being as shown on District Public Works Office, Fifth Naval District, Drawing No. 52986 (Y & D Drawing No. 810386) entitled, "U. S. Naval Facility, Buxton, Cape Hatteras, N.C. Capehart Housing – Married Officers Quarters – Married Enlisted Mens Quarters – Property Survey & Location Plan," dated February 28, 1958.

Judgment of Taking of record in Book 84, Page 35 which conveyed title from Bernice Balance to the United States of America for the 7.96 acre tract on March 3, 1959 from Bernice R. Balance and wife, Buena V. Balance, by the U. S. Navy. The parcel was transferred to USCG on March 14, 1984.

The legal description is recorded in Book 79 Page 179 in the Office of the Register of Deeds of Dare County.

TAX PARCEL ID (OR ASSESSOR'S PARCEL NO.)

The property is identified in the Dare County Real Estate Assessor's Office by pin number 0536.12 77 9420 and parcel number 016831-033. The property is zoned Natural Historic District.

EASEMENTS, ENCROACHMENTS AND RESERVATIONS

A right-of-way agreement by USA was recorded from the site on May 18, 1983 in deed book 343, page 852, with Outer Banks Cablevision.

UTILITIES & SERVICE PROVIDERS

Public utilities are available to the Property, including water, electrical, and telephone. Procurement of utility service shall be the responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the utility providers below for information on the availability of utilities. Sewer service is not provided to property and surrounding area. The property will require replacement of a septic system.

Gas and Electric

Electrical service is provided by Cape Hatteras Electric Coop.

Telephone

Telephone service is provided by Century Link.

Water

Water is provided by Dare County.





GENERAL TERMS OF SALE



GENERAL TERMS OF SALE

1. DEFINITIONS

a. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; General Terms of Sale; Instructions to Bidders; Notices and Covenants and/or Special Terms of Sale (if applicable); Bidder Registration and Bid Form for Purchase of Government Property; associated leasebacks (if applicable), and Exhibits. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the online auction, those addenda and amendments shall be part of the IFB.

b. GOVERNMENT

The term "Government" as used herein refers to the United States of America, and is used interchangeably with "Seller" and "Grantor."

c. GENERAL SERVICES ADMINISTRATION

The term "General Services Administration" ("GSA") as used herein refers to the United States General Services Administration, a Federal agency.

d. PROPERTY

The term "Property" refers to the property or properties described in the Property Description of this IFB.

e. AS-IS

The term "As-Is" means that the Government is selling, and the buyer is buying the Property in whatever condition it presently exists, and that the buyer is accepting the Property "with all faults," whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

f. WHERE-IS

The term "Where-Is" means that the Government is selling, and the buyer is buying, the Property in whatever location it presently exists.

g. PURCHASER

The term "Purchaser" refers to the bidder whose bid the Government accepts, and is used interchangeably with "Buyer" and "Grantee."

h. BIDDER(S)

The term "Bidder" or "Bidders" as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with "you."

i. BID INCREMENT/INTERVAL

The "Bid Increment" is the minimum amount of money required to increase a starting or current bid. "Bid Interval" is the maximum amount of time in which to make a bid before the auction ends. The Bid Interval is also referred to as the Inactivity Period at RealEstateSales.gov.

j. PROXY BID

Also known as "bid by proxy" wherein the bidder establishes a person to bid on their behalf at auction up to a certain limit. In the case of online auctions, computers have automated the proxy role and bidders establish their bid limits online and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

k. HIGH BIDDER

The term "High Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

l. BACKUP BIDDER

The term "Backup Bidder" refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

m. WEBSITE

The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at RealEstateSales.gov.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to the GSA, Office of Real Property Utilization and Disposal (4PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall

GENERAL TERMS OF SALE



2. DESCRIPTION PROVIDED IN IFB *continued*

NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

The Property will be made open for inspection at the following times:

October 20, 2011: 10 AM – 4 PM

October 21, 2011: 9 AM – 12 PM

November 9, 2011: 10 AM to 4 PM

November 10, 2011: 9 AM to 12 PM

2. DESCRIPTION PROVIDED IN IFB

Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale ("Agreement") between the high bidder ("Purchaser") and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale **"AS IS" AND "WHERE IS"** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for the purpose of which intended by the Purchaser after the conclusion of the auction.

6. ZONING

The Property is zoned Natural Historic District in Dare County, North Carolina. Verification of the present zoning and determination of permitted uses, along with compliance of the Property for any proposed future use, shall be the responsibility of the bidder; and the Government makes no representation in regard to zoning matters. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information contact:

Dare County Planning Department

Donna Creef

252.475.5873

donnac@darenc.com

7. RISK OF LOSS

As of the date of assumption of possession of the Property or the date of conveyance, whichever occurs first, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but not limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

8. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of assumption of possession of the Property, or the date of conveyance, whichever occurs first, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that the deposit paid the Government in any acceptable form, including credit card, together with any payments subsequently made on account, may be forfeited at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Otherwise, without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.



GENERAL TERMS OF SALE



10. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his or her authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the Government is not obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a quitclaim deed or a deed without warranty in conformity with local law and practice will convey the Government's interest. A bill of sale will be utilized to convey personal property, if necessary. The Government does not pay for or provide title insurance.

13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

14. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or

contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

Prior to closing, the Purchaser or Purchaser's agent may open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. The Government does not mandate use of an escrow company. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

16. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$100.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as

GENERAL TERMS OF SALE



16. DELAYED CLOSING *continued*

reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (4PZ)
Attn: Kristine L. Carson
77 Forsyth Street, Suite 130
Atlanta, GA 30303

18. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

19. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

20. BROKER COOPERATION

Real estate brokers that have secured a registered bidder shall receive from the Government a "finder's fee" in the event the bidder's high bid is accepted and the sale is closed with all funds being received by the Government, and the broker is not (1) the bidder; (2) a partner in the bidding relationship; (3) in a partnership with the bidder; or (4) a corporate officer or controlling shareholder in the bidding corporation.

The real estate broker shall receive from the Government a "finder's fee" consisting of twenty-five thousand dollars (\$25,000.00). The fee shall only be considered earned upon closing.

The acceptance of a bid by the Government shall also establish that the Government agrees to pay the "finder's fee" to the broker and that the obligation to pay said fee shall accrue at closing, not at bid acceptance.

In addition to the Bidder Registration and Bid Form, bidders must complete and submit the Real Estate Broker Cooperative Agreement form as included herein. Submissions of this form after the receipt of the Bidder Registration and Bid Form will not be accepted.



INSTRUCTIONS TO BIDDERS



INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on Monday, October 24, 2011 at 10 a.m. (Eastern Time).

2. TYPE OF SALE

This sale will be an online auction conducted at RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date of the auction close (see Paragraph 10, Auction Close) will be announced at RealEstateSales.gov, with at least three business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. OPENING BID

This auction is being opened with an amount which does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The opening bid will be displayed as the Current Bid. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION AND DEPOSIT

a) Bidder registration is a three-step process:

(1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register", establish a Username and Password and provide the requested account information. A Username and Password are used to register online and to place bids. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff can not assist in retrieving a lost or forgotten Username or Password.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after award at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the user and for the proper refund of the Registration Deposit.

A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The credit card information you provide at registration is used strictly for validation purposes. GSA Auctions® does not automatically charge credit cards on file, and does not assume that the credit card you used for validation at registration is the one you will choose to use to pay for an item won by you in an auction. Credit card bid deposits for real property sales cannot be made via GSA Auctions®.**

For more information and assistance on the online registration process, please go to <https://gsaauctions.gov/html/help/index.html>.

(2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

(3) Provide Registration Deposit: A deposit in the amount of \$50,000 (the "Registration Deposit") must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration." For deposits by credit card, bidders must also complete Registration Deposit portion of the official Bid Form to be authorized to bid.

Only upon verification of your Registration Deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

INSTRUCTIONS TO BIDDERS



- b) To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (4PZ)
Attn: Kristine L. Carson
77 Forsyth Street, Suite 130
Atlanta, GA 30303

If the Registration Deposit is to be provided by credit card, the Bidder Registration and Bid Form can also be submitted to GSA by fax at 404.331.2727.

- c) It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.
- d) Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

6. BIDDING IN GENERAL

- a) Registered bidders may place an initial bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and Password.

After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.

GSA Auctions® provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.

- b) Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c) Bids must be submitted without contingencies.
- d) Bidders that are currently in default status on GSAAuctions, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For

to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSAAuctions Terms and Conditions.

7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION

Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.

If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at 404.331.2696. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

8. INCREASING YOUR BID ONLINE – PROXY BIDDING

RealEstateSales.gov allows you to place a minimum ("flat") or a maximum ("proxy") bid. Flat bids are usually the starting price of the auction or the current winning bid plus the Bid Increment. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless a proxy bid that is greater than this amount has been placed. A proxy bid is an amount you are currently willing to bid for a property that is higher than the stated current winning bid plus the Bid Increment. With your proxy bid, RealEstateSales.gov incrementally bids on your behalf to keep you the current winner of the auction until your proxy amount is reached. Only the winning bid amount (previous high bid plus the Bid Increment) will be displayed. Your proxy amount will not be viewable to others and the system does not allow a bidder to place and display a flat bid greater than the stated minimum bid. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your proxy bid amount if you want to continue bidding. Your proxy bid is not shown to other bidders. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.

When two proxy bids compete, the greater of the two always wins. If the greater proxy limit does not exceed the lesser proxy limit by the full stated Bid Increment, then the greater proxy limit bid is placed. You may increase or decrease your proxy bid limit at any time. You cannot decrease your proxy bid below the current bid. If you are currently the winner in an auction, increasing your proxy bid will not increase your current bid until challenged by another bid. Changing your proxy bid may affect the indicated time remaining.

If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as



INSTRUCTIONS TO BIDDERS



bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

9. TRANSMISSION AND RECEIPT OF BIDS

The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive a bid by any method. Failure to receive a bid may include, but is not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software.
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.
- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
- i) Unavailability of GSA personnel.

If your bid is not accurately shown or you can not enter a bid at RealEstateSales.gov then you should call GSA at 404.331.2696 or 404.331.5133 for assistance.

The Website will NOT be available during the following system maintenance windows:

- Saturday: 5:00 a.m. to 8:00 a.m. CT
- Sunday: 6:00 a.m. to 10:00 a.m. CT

The Website may NOT be available during the following system maintenance window:

- Wednesday: 5:00 a.m. to 6:30 a.m. CT

10. AUCTION CLOSE

The Government will announce a date and time for the Close Time on RealEstateSales.gov. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder.

If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) on the same terms. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals

survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. **The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction.** Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for sixty (60) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

13. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

INSTRUCTIONS TO BIDDERS



14. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

15. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING

Within ten (10) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within sixty (60) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

17. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will

be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Backup Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

18. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in Paragraph 11, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder either provides the 10% bid deposit or completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

19. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or RealEstateSales.gov.

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.



NOTICES AND COVENANTS



NOTICES AND COVENANTS

1. FLOODPLAIN AND COASTAL ZONE

FEMA Flood Insurance Rate Map, 3730053600J, dated September 20, 2006 identifies the property in an "Otherwise Protected Area". Flood insurance is not available for structures, newly built or substantially improved on or after November 29, 1999 for structures not used in a manner consistent with the purpose of the otherwise protected area.

The property's eastern property line is about 234 feet from the first line of stable vegetation which impacts the compliance with the North Carolina Coastal Area Management Act. The Act and United States Corps of Engineers no longer allow "hardened improvements" to be constructed or repaired, allowing beach erosion to continue unchecked. The following provision will be included in the deed: "The grantee shall comply with the goals and policies of the State of North Carolina federally approved Coastal Management Program and with applicable regulatory standards established by the state of North Carolina for the public use of the waterfront." Bidders are encouraged to contact the North Carolina's Environment and Natural Resources Department prior to submitting a bid for information regarding reuse of the Property.

2. PRESENCE OF MOLD

The Grantee is notified that various forms of mold are present at various locations in the subject building(s) on the Property. Results of previous studies performed by the United States are available to the Grantee. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604 (a)(3). The Federal and State government have not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.

Information provided to the grantee with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death, to the Grantee, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

3. HAZARDOUS SUBSTANCE NOTIFICATION

The following Notice and Covenants will be inserted in the Quitclaim Deed.

A. Notice Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property.

B. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1) This covenant shall not apply:

- (a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
- (b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

- (I) results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
- (ii) causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- (a) the associated contamination existed prior to the date of this conveyance; and
- (b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. Access. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action, or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors, and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

Cottages at the Cape
0 Old Lighthouse Road
Buxton, NC 27920
IFB Number: PEACH411008001
REGISTRATION DEPOSIT: \$50,000.00

USERNAME: _____
(as established at RealEstateSales.gov)

Bidder Information: Please print or type legibly.

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (____) _____ Fax: (____) _____
E-mail: _____@_____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page __, Paragraph __, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
☐ A partnership consisting of _____
☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability company _____
☐ A trustee, acting for _____
☐ Other _____

Registration Deposit (check one):

- ☐ By certified or cashier's check made payable to the **U.S. General Services Administration**
TIN or SS# _____ (please provide to expedite refund)
☐ By Credit Card: _____ Exp: ____/____ CSC/CVC _____
☐ Visa ☐ MasterCard
☐ Discover ☐ American Express

Name of Bidder as it appears on credit card _____

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. PEACH411008001 including the Property Description, General Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, Lease, Historic Preservation Memorandum of Agreement, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at RealEstateSales.gov. If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: _____ Date: _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (4PZ)
Attn: Kristine L. Carson
77 Forsyth Street, Suite 130
Atlanta, GA 30303
FAX: (404) 331-2727 (if deposit by credit card)

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Page 13, Paragraph 13, Bid Executed On Behalf Of Bidder for instructions)

**Cottages at the Cape
0 Old Lighthouse Road
Buxton, NC 27920
IFB Number: PEACH411008001**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is

within the scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

REAL ESTATE BROKER COOPERATIVE AGREEMENT

For use with Bidder Registration and Bid Form of Purchase of Government Property

**Cottages at the Cape
0 Old Lighthouse Road
Buxton, NC 27920
IFB No.: PEACH411008001**

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Utilization and Disposal (4PZ)
Attn: Kristine L. Carson
77 Forsyth Street, Suite 130
Atlanta, GA 30303

The undersigned real estate broker has secured for the Government the bidder identified below and as indicated on the attached Bidder Registration and Bid Form for Purchase of Government Property. It is understood by and between the Government and the broker that:

1. The real estate broker shall receive from the Government a "finder's fee" in the event the bidder's high bid is accepted and the sale is closed with all funds being received by the Government, and the broker is not (1) the bidder; (2) a partner in the bidding relationship; (3) in a partnership with the bidder; or (4) a corporate officer or controlling shareholder in the bidding corporation.
2. The real estate broker shall receive from the Government a "finder's fee" consisting of twenty-five thousand dollars. The fee shall only be considered earned upon closing.
3. The acceptance of a bid by the Government shall also establish that the Government agrees to pay the "finder's fee" to the broker and that the obligation to pay said fee shall accrue at closing, not at bid acceptance. Payment will be made to the real estate broker in accordance with the Prompt Payment Act (31 U. S. C. 1801) and arrangements for payment will be made upon closing of the transaction.
4. This Broker Cooperative Agreement form is made subject to the terms of the IFB No. PEACH411008001 and any associated amendments to the IFB.

Bidder Name: _____

Signature: _____ Date: _____

CERTIFICATE OF REAL ESTATE BROKER: It is hereby certified that the undersigned is authorized under the laws of _____ to perform the services of a real estate broker. Enclosed is a copy of my authorization.

Broker's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-mail: _____

Signature: _____ Date: _____



U.S. General Services Administration On Behalf of the U.S. Coast Guard
Announces Multi-Family Housing Complex For Sale:
Cape Hatteras, North Carolina

U.S. General Services Administration, Property Utilization and Disposal, Atlanta, GA 30303